

June 2, 2009

Judge Robert Drain
United States Bankruptcy Court, Southern District of New York
One Bowling Green
New York, NY 10004

Re: Delphi Corporation Case #05-4481 (RDD), June 1, 2009 modifications to Delphi's confirmed First Amended Joint Plan of Reorganization

Judge Drain:

I choose to remain anonymous at this time please. I am a former Delphi employee who signed a severance contract with Delphi in 2008 and left the company. In exchange for among other things (a) dropping all claims against Delphi and (b) agreeing to a non-compete provision prohibiting me from working for Delphi competitors, I agreed to money compensation from Delphi.

Upon reading the afore-mentioned modification documents dated June 1, 2009, it appears the parties that negotiated the modifications (presumably Delphi, the US Treasury, General Motors, and Platinum Equity) intend for Delphi to breach severance contracts before Delphi completes specific performance agreed to therein. Specifically, I will be owed money under the severance contract that Delphi does not intend to pay upon emergence, with the only recourse being relegated to unsecured creditor status against what remains of the estate.

First, I have no animosity toward any of the people (particularly the people at Delphi who I know and respect that are working so very hard to save the company) who are trying to resolve the case. Second, I am not a lawyer. The modification documents are obviously thorough, but just as obviously confusing to a lay-reader. I may have interpreted the documents incorrectly. On the basis, however, my interpretation is correct, I respectfully ask the Court to direct the parties to the agreement to honor lawful post-petition severance contracts entered into between Delphi and its employees.

In my case, and I am sure with other former Delphi employees who could be impacted, I relied upon and acted in accordance with the contract I signed with Delphi. Delphi has honored its commitments to date under the severance contract. Further, I made decisions consistent with the mutual promises exchanged, and I will be severely harmed if Delphi does not complete its monetary and related obligations under the contract.

This whole restructuring process has been challenging, politicized, tortured – add any adjective one wants to describe it – with great hardship being and yet-to-be inflicted upon all concerned. We have all “sacrificed” quite a lot. At the end of the day, however, our contracts have to “stand for something”. The “rule of law” simply has to be followed. Respectfully, it also seems that principles of simple decency, and what we all know in our hearts to be proper treatment of people, must also be relied upon to assist the Court in examining and hopefully addressing any issues surrounding these severance contracts.

Thank you for your attention and consideration.

